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MEMO TO: City Council

FROM: Rosemarie Ives, Mayor

DATE: February 15, 2005

SUBJECT: **2005 LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM,
Contract Amendment No. 2: #D32788D**

I. RECOMMENDED ACTION

Authorize Mayor to execute, on behalf of the City of Redmond, the attached amendment to the contract between the City and the Seattle-King County Department of Public Health regarding implementation of the Local Hazardous Waste Management Program in 2005.

II. DEPARTMENT CONTACT PERSONS

David Rhodes, Director of Public Works	556-2705
Bill Campbell, City Engineer	556-2733
Jon Spangler, Manager of Natural Resources Division	556-2823

III. DESCRIPTION

Pursuant to the Interlocal Agreement between the City of Redmond and the Seattle-King County Department of Health, dated May 19, 1995, and subsequent contract #D32788D in 2003, regarding the implementation of the Local Hazardous Waste Management Program, the City is again eligible to receive \$11,695.68 from the Seattle-King County Department of Public Health in 2005. The amount will be applied toward the City's three recycling and collection events. The funding for the Local Hazardous Waste Management Program represents a portion of the monthly garbage bills paid by the residents in King County.

IV. **IMPACT**

A. Service/Delivery:

Recycling and Collection Events

In 2004, the City sponsored three recycling and collection events, which served 2,757 vehicles and collected 414 tons of various materials. The majority of the items were either for reuse or recycling, including those containing household hazardous waste such as used motor oil, antifreeze, automobile batteries/tires, computers, monitors, TV sets and old refrigeration units.

B. Fiscal:

The Local Hazardous Waste Management Program will provide \$11,695.68 to the City for the three recycling and collection events in 2005. No City matching funds are required for the program.

V. **ALTERNATIVES**

Council could choose not to accept the Local Hazardous Waste Management Program funds and use 100% of City funds for the project.

VI. **TIME CONSTRAINTS**

The City must spend all of the Local Hazardous Waste Management Program funds by December 31, 2005.

VII. **LIST OF ATTACHMENTS**

A. Memo of Understanding Scope

s/s

David Rhodes, Director of Public Works

2/4/05

Date

Approved for Council Agenda **s/s**

Rosemarie Ives, Mayor

2/5/05

Date

CONTRACT AMENDMENT

PROJECT NAME Local Hazardous Waste
Management Program

CITY City of Redmond

ADDRESS 15965 NE 85th St., M/S CAPNR
Redmond, WA 98073

CONTRACT NO. D32788D

DATE ENTERED 1/1/03

AMENDMENT NO. 2

DATE ENTERED 1/1/05

AMENDMENT REQUESTED BY

SKCDPH
Organization

P. Shallow
Name

AMENDMENT AFFECTS

- ☒ Scope of Services
- ☒ Time of Performance
- ☒ Compensation
- ☒ Terms and Conditions

1. AMEND Contract Amount TO READ \$37,664.75
2. AMEND Contract Period TO READ From January 1, 2003 TO December 31, 2005
3. AMEND "funding block" TO READ

FUNDING SOURCE	FUNDING LEVEL	EFFECTIVE DATES
Local Hazardous Waste Fund	\$37,664.75	1/1/03 – 12/31/05

4. AMEND Section II. DURATION OF CONTRACT
...and shall terminate on the 31st day of December 2004...

TO READ ...and shall terminate on the 31st day of December 2005...
5. Exhibits I and II shall each be amended by adding the attached Exhibits I-2 and II-2.

All other terms and conditions of the original contract and Amendment 1 shall remain unchanged.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first written.

KING COUNTY, WASHINGTON

FOR
King County Executive

Date

CITY

Signature

Name (please type or print)

Date

EXHIBIT I-2 – Scope of Work & Responsibilities
CITY OF REDMOND
MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS
WASTE MANAGEMENT PROGRAM FOR 2005 ACTIVITIES

The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

The purpose of this Exhibit is to define the terms and conditions associated with the Program’s funding of City activities performed under the auspices of the Plan and as approved by the Program’s Management Coordination Committee (hereinafter referred to as the “MCC”). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Redmond will organize three citywide Household Hazardous Waste Collection and Recycling Events. At these events the following materials will be collected and recycled: CFC appliances, batteries, TVs, computers, batteries, and other materials if determined to be cost effective.

Responsibilities of the Parties

The responsibilities of the parties to this Contract shall be as follows:

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program’s Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds.

The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.

5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Jerome Jin at the City of Redmond, 15965 NE 85th Street, Redmond, at (425) 556-2811, (jjin@redmond.gov) or his designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within forty-five (45) days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Ken Armstrong
LHWMP Program Administrator
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-352-8163
ken.armstrong@metrokc.gov

Paul Shallow
LHWMP Contract Administrator
999 Third Avenue, Suite 700
Seattle, WA 98104
206-296-4751
paul.shallow@metrokc.gov

EXHIBIT II-2
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Redmond
15965 NE 85th St.
Redmond, WA 98073-9710

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
999 3rd Avenue, Suite 700
Seattle, WA 98104

Contract #D32788D

Period of time: _____, 2005 to _____, 2005.

In performance of a signed Contract between King County and the City of Redmond, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$11,695.68			
Other (describe)				
TOTAL	\$11,695.68			

FOR HEALTH DEPARTMENT USE ONLY

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date